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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/661,999	09/12/2003	Ming-Fang Tsai		8605

25859 7590 03/28/2007	EXAMINER
WEI TE CHUNG	ERB, NATHAN
FOXCONN INTERNATIONAL, INC.	

1650 MEMOREX DRIVE SANTA CLARA, CA 95050	ART UNIT	PAPER NUMBER
	3628	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	03/28/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

	Application No.	Applicant(s)
	10/661,999	TSAI, MING-FANG
Office Action Summary	Examiner	Art Unit	
	Nathan Erb	3628	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☐ Responsive to communication(s) filed on _____.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-9</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1-9</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on <u>12 September 2003</u> is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☒ All   b)☐ Some *   c)☐ None of:

      1.☒ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date <u>20030912</u>.

4)☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

Information Disclosure Statement

1.   The information disclosure statement filed September 12, 2003, fails to comply with 37

CFR 1.98(a)(3) because it does not include a concise explanation of the relevance, as it is

presently understood by the individual designated in 37 CFR 1.56(c) most knowledgeable about

the content of the information, of each patent listed that is not in the English language. It has

been placed in the application file, but the information referred to therein has not been

considered.

Claim Rejections - 35 USC § 112

2.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3.   Claims 1 and 3 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite

for failing to particularly point out and distinctly claim the subject matter which applicant

regards as the invention.

        As per **Claim 1**, claim 1 recites the limitation "the customer" in line 17 of the claim.

There is insufficient antecedent basis for this limitation in the claim.

        As per **Claim 3**, claim 3 recites the limitation "the channel price" in line 3 of the claim.

There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 101

4.   35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

5.   Claims 5-7 are rejected under 35 U.S.C. 101 because the claimed inventions are directed to non-statutory subject matter. In order to be patentable, an invention involving a mathematical algorithm must produce a useful, concrete, and tangible result. State Street Bank & Trust Co. v. Signature Financial Group Inc., 47 USPQ2d 1596, 1600-1601 (Fed. Cir. 1998). The inventions of these claims do not produce tangible results, for example, some sort of perceivable communication that transmits their calculated quotations to a user. This could be a step producing a chart, printout, or computer monitor display; however, there are no such outputs in these claims. Therefore, these claims do not produce tangible results and are not patentable.

6.   Claim 9 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The claim is directed to a computer program, without the computer-readable medium needed to realize the computer program's functionality. Therefore, the claim is directed to nonstatutory functional descriptive material. See MPEP 2106(IV)(B)(1)(a).

Examiner recommends that the word "medium" in line 1 of the claim be replaced with -- computer-readable medium-- to help overcome this rejection.

Claim Rejections - 35 USC § 102

7.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

8.   Claims 1-9 are rejected under 35 U.S.C. 102(e) as being anticipated by Hare et al., U.S. Patent No. 6,850,900 B1.

As per **Claim 1**, Hare et al. discloses:

- a system for management of quotations (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; buyers can view product information which includes prices);

- a database for storing information on channel products and contracts, preset formulas, and quotations (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; computer system is capable of generating correct prices [quotations]; the procedure to generate a price would be a formula; prices can be preset);

- an application server for receiving input information, processing the information, and generating quotations (column 4, line 47, through column 6, line 10; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; buyers can access and view product information which includes prices);

- the application server comprising an information maintaining module for adding, modifying, searching, and deleting information on channel products and contracts stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column

16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified);

- a standard price confirming module for confirming a standard price of each product, wherein the standard price is an average price of each channel product (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; standard price corresponds to non-contract price; reference provides prices for both contract and non-contract items; an item may be defined as having a set default price, which would be equal to an average price for that item, where there are no other pricing rules defined for that item);

- a contract price confirming module for confirming a contract price of each product, wherein the contract price is an average price of each contract product (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; reference provides prices for both contract and non-contract items; an item may be defined as having a set price, which would be equal to an average price for that item, where there are no other pricing rules defined for that item);

- a quoted price confirming module for comparing the standard price and the contract price of the product and confirming a quoted price (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 22, lines 34-47; column 25, lines 54-67; standard price corresponds to non-contract price; buyers can view product information which includes prices; buyers can compare prices for on-contract and off-contract items; system must compare on-contract and off-contract prices when generating a quotation in that the system must decide whether on-contract or off-contract price applies to a given quotation request);

- a quotation generating module for generating a quotation, transmitting the quotation to the customer and storing the quotation in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; buyers can view product information which includes prices; item information, such as prices, are stored in system databases);

- a plurality of client computers for providing interfaces for users to maintain information (Figure 1; column 11, line 49, through column 12, line 34; column 14, line 59, through column 15, line 10; client/server architecture; for example, supplier information is maintained via updates).

As per **Claim 2**, Hare et al. further discloses wherein the information maintaining module comprises: a channel product information maintaining sub-module for adding, modifying, searching, and deleting information in a channel product information table stored in the database; and a contract information maintaining sub-module for adding, modifying, searching, and deleting information in a contract information table stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 6, lines 49-67; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 18, line 66, through column 19, line 19; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified).

As per **Claim 3**, Hare et al. further discloses wherein the standard price confirming

module comprises: a channel price searching sub-module for searching the channel price of a

product; and a standard price calculating sub-module for calculating the standard price of the

channel product according to the information and the preset formulas stored in the database

(Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14,

line 24; column 16, line 55, through column 17, line 12; column 25, lines 54-67; column 27,

lines 1-12).

As per **Claims 4**, Hare et al. further discloses wherein the contract price confirming

module comprises: a customer contract searching sub-module for searching the contract price of

a product stored in the database; and a contract price calculating sub-module for calculating the

average price of the contract product according to the information stored in the database and

storing the contract price of the contract product in the database (Figure 1; column 4, line 47,

through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55,

through column 17, line 12; column 18, lines 33-48; column 22, lines 33-47; column 25, lines

54-67).

As per **Claims 5 and 9**, Hare et al. discloses:

- a method for management of quotations (column 4, line 47, through column 6, line 10;

column 13, line 63, through column 14, line 24; buyers can view product information which

includes prices);

- maintaining information on channel products and contracts (Figure 1; column 4, line 47, through column 6, line 10; column 6, lines 49-67; column 9, lines 26-61; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 18, line 66, through column 19, line 19; column 25, lines 54-67; column 27, lines 1-12; information regarding products and contracts can be retrieved and modified);

- determining whether there are any relevant contracts relating to a particular customer stored in a database (Figure 1; column 18, lines 33-48; column 25, lines 54-67);

- confirming a standard price for each channel product if there are no contracts relating to the customer stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; buyers can view product information which includes prices; standard price corresponds to non-contract price; an item may be defined as having a set default price);

- confirming a contract price for each contract product if there are one or more contracts relating to the customer stored in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 18, lines 33-48; column 25, lines 54-67; buyers can view product information which includes prices);

- confirming a quoted price according to the standard price or the contract price (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67;

buyers can view product information which includes prices; standard price corresponds to non-contract price; reference determines if contract or non-contract item price applies);

- generating a quotation according to the quoted price (column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; buyers can view product information which includes prices);

- a medium including encoded logic for management of quotations (Figure 1; column 4, line 47, through column 6, line 10; column 11, line 48, through column 12, line 35; column 13, line 63, through column 14, line 24; claim 1; buyers can view product information which includes prices; system uses software which runs on a server and must be stored on some sort of computer-readable medium).

As per **Claim 6**, Hare et al. further discloses searching prices of channel products; and calculating the standard price and storing the standard price in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 25, lines 54-67; column 27, lines 1-12).

As per **Claim 7**, Hare et al. further discloses searching contract information; and calculating an average price of contract prices, and storing the result in the database (Figure 1; column 4, line 47, through column 6, line 10; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 22, lines 33-47; column 25, lines 54-67).

As per **Claim 8**, Hare et al. further discloses transmitting the quotation to the customer and storing the quotation in the database (Figure 1; column 4, line 47, through column 6, line 10; column 9, lines 26-61; column 13, line 63, through column 14, line 24; column 16, line 55, through column 17, line 12; column 18, lines 33-48; column 25, lines 54-67; column 27, lines 1-12; buyers can view product information which includes prices; item information, such as prices, are stored in system databases).

Conclusion

9.   **Examiner's Note:** Examiner has cited particular portions of the references as applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that the applicant, in preparing the responses, fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

10.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nathan Erb whose telephone number is (571) 272-7606. The examiner can normally be reached on Mondays through Fridays, 8:30 AM to 5 PM.
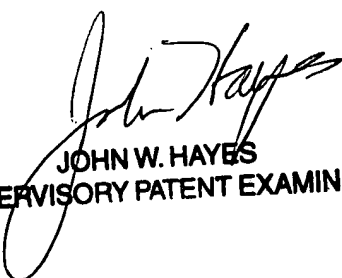
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Hayes can be reached on (571) 272-6708. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

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may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

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information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Nathan Erb
Examiner
Art Unit 3628

nhe

JOHN W. HAYES
SUPERVISORY PATENT EXAMINER